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Docket: MA9604P

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Christopher J. Calhoun

Serial No.: 10/631,980

Filed: July 31, 2003

For: RESORBABLE THIN MEMBRANES

Examiner: Betton, Timothy E.

Group Art 1614  
Unit:LETTER TRANSMITTING TERMINAL DISCLAIMERCommissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Submitted herewith is a Terminal Disclaimer in the above-identified application. In addition, authorization is hereby provided to charge Deposit Account No. 50-1600 for any required fees including, but not limited to, \$65.00 (37 CFR 1.20(d)) to cover the required fee for submission of this Terminal Disclaimer.

Respectfully submitted,

Kenton R. Mullins  
Attorney for Applicants  
Registration No. 36,331STOUT, UXA, BUYAN & MULLINS, LLP  
4 Venture, Suite 300  
Irvine, CA 92618  
Tel: (949) 450-1750  
Fax: (949) 450-1764

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Docket: MA9604P

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE****First** Christopher J. Calhoun  
**Inventor:****Serial No.:** 10/631,980**Examiner:** Betton, Timothy E.**Filed:** July 31, 2003**Group Art** 1614  
**Unit:****For:** RESORBABLE THIN MEMBRANES**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Your petitioner, MAST Biosurgery AG, having a place of business at Claridenstrasse 25, CH-8002 Zürich, Switzerland, by its attorney, Kenton R. Mullins, of record in the above-identified application, represents that it is the assignee, as shown by the assignment recorded in the U.S. Patent and Trademark Office on March 29, 2004 at Real/Frame 015153/0566 (7 pages) and the attached Assignment of Patents, of the entire right, title and interest in and to the above-identified application. The attached Assignment of Patents also establishes that this petitioner is the assignee of the entire right, title and interest in and to U.S. Application No. 10/385,399, now U.S. Patent No. 6,673,362.

Pursuant to 37 CFR 3.73(b), your petitioner, as assignee of the above-identified application, hereby states that the above-noted assignment, the evidentiary document on which ownership of the above-identified application is established, has been reviewed. Further, your petitioner hereby certifies that, to the best of your petitioner's knowledge and belief, title to the above-identified application is in your petitioner, as assignee seeking to

Docket: MA9604P

belief, title to the above-identified application is in your petitioner, as assignee seeking to take the action in this Terminal Disclaimer.

Your petitioner, MAST Biosurgery AG, hereby disclaims the terminal part of any U.S. patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,673,362 and hereby agrees that any U.S. patent so granted on the above-identified application shall be enforceable only for and during such period that said patent is commonly owned with U.S. Patent No. 6,673,362, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,673,362 in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of common ownership stated above.

Dated this 17th day of April, 2007.

Respectfully submitted,



Kenton R. Mullins  
Attorney for Applicants  
Registration No. 36,331

STOUT, UXA, BUYAN & MULLINS, LLP  
4 Venture, Suite 300  
Irvine, CA 92618  
Tel: (949) 450-1750  
Fax: (949) 450-1764

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of the 13<sup>th</sup> day of May, 2004, by MacroPore Biosurgery, Inc., a Delaware corporation with its principal place of business at 6740 Top Gun Street, San Diego, CA 92121 ("Assignor") to MAST Biosurgery, a Swiss corporation with its principal place of business at Stumpfstrasse 15, CH-6312 Steinhausen, Switzerland ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of event date (the "Purchase Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the sole and exclusive owner of certain patents and patent applications set forth on Schedule I hereto and incorporated by reference herein together with any patent disclosures and inventions (whether or not reduced to practice) (the "Assigned Patents") and has used the Assigned Patents as required by applicable law; and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to such Assigned Patents throughout all of the world, except for the country of Japan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign and convey to Assignee all right, title and interest of Assignor in and to the Assigned Patents, including without limitation the right to manufacture, to have manufactured, to use, to sell and to offer for sale the inventions of the Assigned Patents throughout the world, other than in the country of Japan, and any divisions, continuations, continuations-in-part, and renewals thereof and foreign counterparts thereof, free and clear of all Liens; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its Affiliates and related parties to, from time to time, execute and deliver

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to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for the Purchase Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Purchase Agreement and this Assignment.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Assigned Patents and other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects, including as to validity (except for patent issues), interpretation and effect, by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

MACROPORE BIOSURGERY, INC.

By:

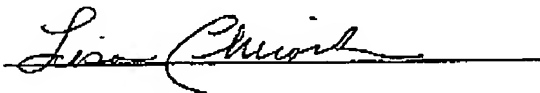
  
Christopher Calhoun  
Chief Executive Officer

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ACKNOWLEDGMENTSTATE OF CALIFORNIA )  
:SS:  
COUNTY OF SAN DIEGO )

On the 7<sup>th</sup> day of May, 2004, before me, the undersigned, personally appeared Christopher Calhoun, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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SCHEDULE I

## PATENTS

Outside #	Title	Serial #	Filing Type	Date Filed	Status
MA9496P	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing; Inventors- Ralph Holmes and Christopher Calhoun	09/805,411	United States/ Parent	12-Mar-01	Issued 6,531,146
MA9496CON	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing; Inventors- Ralph Holmes and Christopher Calhoun	10/385,399	United States/ Continuation	10-Mar-03	Issued 5,193,546
MA9604P	Resorbable Thin Membranes; Inventors- Ralph Holmes, Christopher Calhoun and Kenneth Kleinhenz	10/631,980 <sup>1</sup>	United States/ Parent	31-Jul-03	Pending
MA9606P	Apparatus and Method for Preventing Adhesions Between an Implant and Surrounding Tissues; Inventors- Ralph Holmes, Christopher Calhoun and G. Bryan Cornwall	10/632,014 <sup>2</sup>	United States/ Parent	31-Jul-03	Pending
MA9758P	Methods of Promoting Enhanced Healing of Tissues After Cardiac Surgery; Inventor- Christopher Calhoun	10/660,461 <sup>3</sup>	United States/ Parent	10-Sep-03	Pending
MA9496CA	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	2,402,650	Foreign/ Canada	12-Mar-01	Pending
MA9496AU	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	2001/ 245671	Foreign/ Australia	12-Mar-01	Pending

<sup>1</sup> Provisional patent applications 60/399,792 and 60/408,393 were combined into this patent application.

<sup>2</sup> Provisional patent applications 60/399,813 and 60/409,137 were combined into this patent application.

<sup>3</sup> Provisional patent application 60/409,459 was transformed into this patent application.

Outside #	Title	Serial #	Filing Type	Date Filed	Status
MA9496EP	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	01918615.4	Foreign/ Europe	12-Mar-01	Pending
MA9496KR	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	102002/ 7011891	Foreign/ Korea	12-Mar-01	Pending
MA9496CN	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	01809239.X	Foreign/ China	12-Mar-01	Pending
MA9496MX	Resorbable Barrier Membranes for Attenuation of Scar Tissue During Healing	PCT/US/ 01/07989	Foreign/ Mexico	12-Mar-01	Pending
MA9604PCT	Resorbable Thin Membranes	PCT/US/ 03/023919	PCT	31-Jul-03	Pending
MA9606PCT	Apparatus and Method for Preventing Adhesions Between an Implant and Surrounding Tissues	PCT/US/ 03/024824	PCT	31-Jul-03	Pending

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